DAMAGES—DENIAL OF RECOVERY FOR MENTAL SUFFERING UNDER STATUTE—Action by husband to recover damages, alleging, among other grounds, mental suffering by his wife resulting from a fire negligently set by defendant railroad company, which fire spread to and burned on plaintiff's premises. A statute of Oklahoma Territory, in which the case arose, provides that any railroad company operating a line within that jurisdiction shall be liable for *all damages* sustained from fire originating from operating the road. *Held*, that the term "all damages" did not include mental anguish, suffering, terror, and other states of mind when unaccompanied by physical injuries or sufferings. *Tiller* v. *St. Louis & Santa Fe R. Co.* (1911) 189 Fed. 994.

The court interprets this statute so that its decision is in accord with a rule of damages adopted by a majority of the States, in the absence of any such statute as here exists. *Kyle* v. *Chicago R. I. & P. Ry Co.*, 182 Fed. 613; *Huston* v. *Freemansburg*, 212 Pa. 548; *Morse* v. *Chesapeake & Ohio Ry.*, 117 Ky. 11; *Rawlings* v. *Wabash Ry.*, 97 Mo. App. 511; *Gatzow* v. *Buening*, 106 Wis. 1. It is probable that the legislature desired to overcome this "rigid rule" of damages, as it is termed by SEDGWICK ELEMENTS OF DAMAGES, Ed. 2, p. 109, but, according to the court, the term "all damages" must be given its legal meaning, nothing to the contrary appearing in the context of the statute. Hence "all damages" must be construed as applicable only to such cases of invasion by one of the rights of another to his injury as will be compensated by law, and not to those acts dominated in the law "damnum absque injuria." Statutes of this nature have been adopted by only a few of the states, the only one exactly in point being in Wisconsin. And the supreme court of that State gave that Statute the same interpretation as in the principal case, stating that if any radical change in the law had been contemplated, the act would have so expressed in no uncertain terms. *Summerfield* v. *Western Union Tel. Co.*, 87 Wis. 1. Such statutes must be strictly interpreted. *Western Union Tel. Co.* v. *Burris*, 179 Fed. 92. However, if the plaintiff had sued for injury to his property because of the neglect of the railroad company in allowing fire to consume a portion of his buildings, there are cases which would authorize as part of the damages recoverable the mental suffering of his wife. *Meagher* v. *Driscoll*, 99 Mass. 281; *Moyer* v. *Gordon*, 113 Ind. 282; *Kimball* v *Holmes*, 60 N. H. 163; *City National Bank* v. *Jeffries*, 73 Ala. 183.

EQUITY—EQUITABLE SET-OFF OF CLAIM ACQUIRED AFTER INSTITUTION OF SUIT. Defendant, a foreign corporation doing business in Mississippi, sold plaintiff a piano to be paid for on the installment plan. Default was made in the payments and the defendant brought suit to replevin the piano. Plaintiff seeks to enjoin the replevin suit, to redeem the piano from the lien sought to be enforced by the defendant, and to establish a set-off against the defendant which was acquired after the institution of the suit. *Held* that the injunction would be granted and the set-off allowed. *McIntyre* v. *E. E. Forbes Piano Co.* (Miss. 1911) 56 South. 457.

The general rule is that a claim acquired after the institution of a suit cannot be valid as a set-off. *Reynolds* v. *Thomas and Smith*, 28 Kans. 810;